

JAMES K. MIERSMA
ROUTH CRABTREE OLSEN, P.S.
3535 Factoria Blvd SE #200
Bellevue, WA 98006

HON. Randall L. Dunn
CHAPTER 13

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re:

Case No. 09-39313-rld13

Eugene Tyrone Alwine and Bobbi Lee
Alwine,

OBJECTION TO CONFIRMATION BY
GMAC INC.

Debtors.

GMAC Inc.,(Creditor), a secured creditor in the above referenced Chapter 13 Plan, objects to confirmation of Debtor's Plan pursuant to 11 U.S.C. §§1322 and 1325 and in support thereof alleges:

BACKGROUND

1. The Debtor herein purchased a 2006 Chevrolet Silverado Vin# 1GCJK39U26E184813 (the "Vehicle") under a retail installment sale contract dated October 2, 2008. A copy of the contract is attached hereto as Exhibit A. The contract provided for payments of \$415.59 for 60 months, and an interest rate of 12.00%. The Debtors gave a purchase money security interest in the vehicle and the contract was signed by Debtors within 910 days preceding the filing date of this Chapter 13 petition. On information and belief, the vehicle was acquired for the personal use of the Debtors. If the vehicle was acquired for some other reason than the personal use of the Debtors, the Plan does not so specify.

2. Creditor is the legal owner of the Vehicle as evidenced by the Certificate of Title, a true and correct copy of which is attached hereto as Exhibit B.

OBJECTION TO CONFIRMATION - 1

ROUTH CRABTREE OLSEN, PS
3535 Factoria Blvd SE #200
Bellevue, WA 98006

425-458-2121 FAX: 425-458-2131

3. On or about November 10, 2009 a petition for relief under Chapter 13 of the Bankruptcy Code was filed by the Debtor and a Chapter 13 Plan was proposed.

4. Creditor filed a secured proof of claim on or about November 13, 2009 in the amount of \$16,802.67 plus interest. The Vehicle was valued at \$16,802.67.

5. The Debtor's Plan is 36 months in length and values the Vehicle at \$13,025.00. Debtor proposes monthly payments of \$300.00 and an interest rate of 6%.

OBJECTION

6. Creditor objects to confirmation of the Plan since the Plan does not propose to pay the full balance of the contract due, \$16,802.67. Under the Bankruptcy Code now in effect, the Debtors must pay the full balance due for a vehicle purchased within 910 days of the filing if the vehicle is used for the personal use of the Debtors. Debtors give no information in their plan to explain why these Code provisions should not apply to this contract.

Dated: December 10, 2009.

ROUTH CRABTREE OLSEN

By: /s/ James K. Miersma
James K. Miersma, OSB #021623
Attorneys for Creditor

1 **ROUTH CRABTREE OLSEN, P.S.**
2 3535 FACTORIA BLVD. SE, SUITE 200
3 BELLEVUE, WA 98006
4 TELEPHONE (425) 458-2121
5 FACSIMILE (425) 458-2131

Honorable Judge Randall L. Dunn
Chapter 13

6 UNITED STATES BANKRUPTCY COURT
7 DISTRICT OF OREGON

8 In re:

9 Eugene Tyrone Alwine and
10 Bobbi Lee Alwine

Chapter 13 Bankruptcy

No.: 09-39313-rld13

CERTIFICATE OF MAILING

Debtors.

11 CERTIFICATE OF MAILING

12 I hereby certify under penalty of perjury of the laws of the State of Washington that I
13 mailed a true and correct copy of the Objection to Confirmation of Plan by Secured Creditor,
14 postage pre-paid, regular first class mail or via Electronic Message through Electronic Case
15 Filing (noted below) on the 10 day of December, 2009, to the parties listed on the attached
16 exhibit.

17 DATED this 10 day of December, 2009.

18 By: /s/ Abdon Valdez III
19 Legal Assistant

20
21
22
23
24
25 Certificate of Mailing

ROUTH CRABTREE OLSEN, P.S.
3535 FACTORIA BLVD. SE, SUITE 200
BELLEVUE, WA 98006
TELEPHONE (425) 458-2121 ♦ FACSIMILE (425) 458-2131

1 Eugene Tyrone Alwine
2 28281 S. Dalmation Rd.
3 Mulino, OR 97042

3 Bobbi Lee Alwine
4 1300 SW 5th #1700
5 Portland, OR 97042

5 Todd Trierweiler
6 4721 Northeast 102nd Avenue
7 Portland, OR 97220

8 **Via ECF Notice:**

9 US Trustee Portland
10 620 SW Main Street
11 Room 213
12 Portland, OR 97205

11 Brian D. Lynch
12 Chapter 13 Trustee
13 1300 Southwest 5th, #1700
14 Portland, OR 97201

25
Certificate of Mailing

ROUTH CRABTREE OLSEN, P.S.

3535 FACTORIA BLVD. SE, SUITE 200

BELLEVUE, WA 98006

EXHIBIT NO. A
1 OF 2

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE CREDITOR OR SERVICE DETACHMENT PURSUANT HEREON OR WITH THE RIGHTS HEREON, HEREIN, OR HEREUNDER. THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREONDER. THE PRECEDING NOTICE APPLIES ONLY TO GOODS OR SERVICES OBTAINED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

[illegible]

Coverage by providing evidence that you have obtained prior coverage elsewhere
You are responsible for the cost of any insurance purchased by you. The cost of the insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will be added to the insured amount. The effective date of coverage may be the date your prior coverage expires.

5. **Preference Payments.** Ask yourself: do you pay or might you give up because of an assumed preference claim in my bankruptcy will become a part of the insolvency owing under this contract; and at your option, (a) be payable on demand; (b) be added to the balance of the

1. **Consent to Collect and Use Information:** I agree that the information I have provided to you may be used by you or your affiliates for the purposes stated in this Privacy Policy and for other purposes that may be disclosed to me from time to time. I agree that you may use my information to contact me for promotional purposes, including by email, text, or other electronic means. I agree that you may use my information to contact me for other purposes, including for research, marketing, or other purposes. I agree that you may use my information to contact me for other purposes, including for research, marketing, or other purposes. I agree that you may use my information to contact me for other purposes, including for research, marketing, or other purposes.

21. If the property collateral is released by you (second party) for an agreed amount prior to maturity and which amount does not pay the amount in full, I agree to continue regular monthly payments until the amount in full is paid.

22. Oregon Law Applies. This contract will be governed by Oregon Law.

17. I ☐ agree that the amount owing on it is more than the amount shown.

will not be responsible for incidental or consequential damages arising from loss of use, loss of time, inconvenience or commercial loss.

FOR VALUE RECEIVED, I, without recourse, with recourse, except as provided herein and in any written agreement regarding purchase of contracts executed by Seller and Assignor and now in effect, Seller hereby endorses and assigns to G.M.A.C.
 ("Assignee") this contract and all right, title and interest of Seller in and to the Property described in the contract.

Seller represents and warrants that this contract arose from the sale of the Property that the title to the Property was at the time of sale vested in Seller free of all liens and encumbrances and that a security interest in the Property is now vested in Seller subject only to the rights of Buyer and any Other Owner hereafter collectively referred to as "Customer", that the Property is as represented by Seller, that this contract is valid and enforceable against Customer and that there is unpaid the full amount represented as being owned, which amount is subject to no defense, set-off or counterclaim whatsoever or more of legal capacity on the part of Customer. Seller shall indemnify and hold harmless the Assignee against all claims and damages, whether

As a partial consideration for the purchase of this contract by Assignee, Seller hereby agrees not to assert against Assignee any claim, lien or encumbrance which Seller now has or may hereafter have with respect to the Property.

The assignment shall survive to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Seller.

even if the Property is not reassessed or tendered to Seller

Dated: Oct 10, 2008 Hubbard Chevrolet/Morgan Buick
(Type Firm Name) (Seller)

ASSIGNMENT AND GUARANTY

FOR VALUE RECEIVED the undersigned Seller hereby endorses and assigns to _____

FOR VALUE RECEIVED the undersigned Seller hereby endorses and assigns to _____
 ("Assignee") this contract and all monies to become due thereunder and also grants, bargains, sells and conveys to Assignee all of the right, title and interest of the Seller in and to the Property
 described in this contract.

IN WITNESS WHEREOF, the undersigned, Seller, has hereunto set his hand and seal of office, at the County of _____, State of _____, on this _____ day of _____, 20____.

incumbencies, and any contract is void and enforceable against Customer and that there is no limit on the full amount recoverable as being owing on it, which amount is subject to no defense, set-off or counterclaim, whatever, or want of legal capacity on the part of Customer. Seller hereby consents that Assignee, or its successors or assigns, may, without notice to Seller, assign the time for payments under this contract, waive the performance of such terms and conditions of the contract as it may determine, and make any reasonable alterations under the contract without affecting or limiting Seller's liability as guarantor.

[illegible]

The Assignments and Guaranty shall inure to the benefit of and be binding upon Seller's heirs, executors, administrators, successors and assigns.

Seller warrants that the information provided in the above information is true and correct to the best of Seller's knowledge and belief. Seller warrants that the information provided in the above information is true and correct to the best of Seller's knowledge and belief. Seller warrants that the information provided in the above information is true and correct to the best of Seller's knowledge and belief.

Dated _____ by _____
(Type Full Name) (Setor) (Time)

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EXHIBIT 10-10 (continued)

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

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EXHIBIT NO. 11
2 OF 2

OREGON VEHICLE CERTIFICATE OF TITLE									
OREGON DRIVER AND MOTOR VEHICLE SECURITY INTEREST ACT								CONTROL NUMBER 1158699	
PLATE NUMBER ZVL305		VIN - NUMBER 0830102623		PROCESSING 102708		N/A N/N			
YEAR 2006	MAKE CHEV	STYLE 4C	MODEL SLV	VEHICLE IDENTIFICATION NUMBER 1GCJK39U26E184813				EXPIRATION NO	
OWNER/LESSOR								MILEAGE 16,397	
ALWINE, EUGENE TYRONE 28281 S DALMATIAN RD MULINO OR 97042								EXPIRATION DATE 10/02/08	
								MILEAGE - SALES	
TITLE BRANDS <small>The title brand printed below indicates the history of the vehicle for which this title has been issued. Please see back of title for more information.</small>								- NONE -	
USE THIS SECTION WHEN THE ONLY CHANGE IS TO REMOVE A SECURITY INTEREST. FOR ANY OTHER CHANGES, SEE INSTRUCTIONS ON REVERSE.									
If there is no change in owners as shown above, AND all security interest holders have released interest, one registered owner must sign and date here, if not completing a separate application for title. In addition, if your address has changed, cross out the old address and write the new address and county of residence on the front of the title. Mail the title and the fee to DMV, 1905 1st Ave NE, Salem, OR 97314.								SIGNATURE (DOES NOT RELEASE INTEREST) <input checked="" type="checkbox"/> DATE	
SECURITY INTEREST HOLDER/LESSOR								To release interest in the vehicle, complete the reassignment on back of the title.	
GMAC PO BOX 8125 COCKEYSVILLE MD 21030									
SIGNATURE								DATE	
<input checked="" type="checkbox"/>									
SIGNATURE AND DATE OF SIGNATURE OF NEW OWNER								DATE	
<input checked="" type="checkbox"/>									
SEE REVERSE OF TITLE FOR APPLICATION INSTRUCTIONS									
VOID WITHOUT CHAIN LINK WATERMARK									
735-410 (5/08) ZVL305 1GCJK39U26E184813 0830102623 C 2306 307 08 V1 T2 03 58 M1 P5 E0 M0 03									

 EXHIBIT NO. B
 OF 1